

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHRISTOPHER MILLS	:	Civil Action No.
	:	
vs.	:	
	:	Jury Trial Demanded
ALLSTATE INSURANCE COMPANY	:	
	:	

**NOTICE FOR REMOVAL OF CIVIL ACTION  
FROM STATE COURT**

Defendant Allstate Indemnity Company, incorrectly identified as Allstate Insurance Company, (“Defendant Allstate”), respectfully petitions for removal to this Court of a state civil action pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, and in support avers as follows:

1. A Civil Action Complaint was filed on July 23, 2015 by Plaintiff Christopher Mills (“Plaintiff”) against Defendant Allstate, which is pending in the Court of Common Pleas of Philadelphia County as No. 150702595. A copy of Plaintiff’s Complaint is attached as Exhibit “A” and incorporated by reference.

2. After Defendant Allstate was served with Plaintiff’s Complaint on or about July 27, 2015, Defendant Allstate ascertained that the damages being claimed exceed \$75,000.00.

3. The Complaint contains two counts – the first appears to set forth a claim for Breach of Contract and the second appears to set forth a claim under Pennsylvania’s Bad Faith statute.

4. The *ad damnum* clause of Count I demands judgment “an amount not in excess of Fifty Thousand Dollars (\$50,000.00) together with interest and costs.”

5. The *ad damnum* clause of Count II demands judgment “for punitive damages, counsel fees and costs together with interest on Plaintiff’s claim, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00)”.

6. Plaintiff’s Complaint seeks dwelling damages totaling \$27,981.96. See Exhibit “A”.

7. The state court where this action is pending is located in Philadelphia County, Pennsylvania, which is embraced within this judicial district.

8. At the time of the filing of this action, Plaintiff’s Complaint alleges that he was a resident of Philadelphia, Pennsylvania, and therefore, a citizen of Pennsylvania. See Exhibit “A”, paragraph 1.

9. Defendant Allstate is an Illinois corporation with its principal place of business in Northbrook, Illinois and is therefore a citizen of a state other than Pennsylvania. See Exhibit “A”.

10. Plaintiff’s Complaint includes a count for Bad Faith and claims have been made for punitive damages and attorney fees, amongst other relief, which if awarded, could be \$50,000.00, exclusive of interest and costs.

11. As the dwelling damages claimed total \$27,981.96, and the amount in controversy relative to the bad faith claim is \$50,000.00, the damages in dispute in this case are at a minimum of \$77,981.96.

12. As recognized by the Honorable Norma Shapiro for the United States District Court for the Eastern District of Pennsylvania in the case of Wash v. State Farm Fire & Casualty Company, No. 91-4438 (E.D. PA 1991), “because Plaintiffs’ stated a claim for punitive damages, it is not ‘beyond a legal certainty’ that the amount in controversy will be below \$50,000.00”, which was the diversity requirement at the time of Judge Shapiro’s Order in Wash, supra. A copy of Judge Shapiro’s Order is attached hereto as Exhibit “B” and is incorporated herein by reference.

13. Judge Juan R. Sánchez of the United States District Court for the Eastern District of Pennsylvania in Palmieri v. Allstate Insurance Company, Docket No. 06-4681 (December 4, 2006) held that “a ‘reasonable reading of the rights being litigated,’ *Angus v. Shiley Inc.* 989 F.2d 142,145 (3d Cir. 1993), in this case suggests the disputed amount of more than \$22,000, a bad faith claim with punitive damages, attorney’s fees and costs could easily exceed \$75,000.” Judge Sánchez’s December 4, 2006 Order is attached as Exhibit “C” and incorporated by reference.

14. Consequently, with alleged contractual damages totaling \$27,981.96 and an attendant bad faith claim, the amount in controversy in this matter is with certainty in excess of the sum of \$75,000.00, exclusive of interest and costs, such that the amount in controversy and the diversity requirements for federal diversity jurisdiction are satisfied and this court now has jurisdiction over this subject matter under and pursuant to 28 U.S.C. § 1332.

15. Defendant Allstate first ascertained the amount in controversy upon receipt of Plaintiff’s Complaint on or about July 27, 2015.

16. This Notice is filed within thirty (30) days of Defendant Allstate’s first indication that the damages could exceed \$75,000.00.

**WHEREFORE**, Defendant Allstate respectfully requests that the statutory requirements, having been met, that the pending state action be moved to this Court.

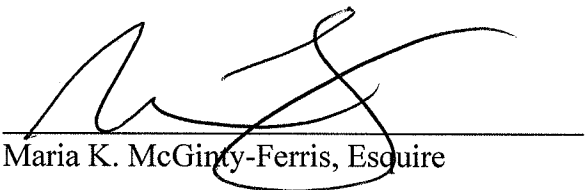
Respectfully submitted,

By: /s/ Maria K. McGinty-Ferris  
Maria K. McGinty-Ferris, Esquire  
Attorney ID 92868  
Curtin & Heefner LLP  
250 North Pennsylvania Avenue  
P. O. Box 217  
Morrisville, PA 19067  
215-736-2521

Date: August 26, 2015

AFFIDAVIT

I, Maria K. McGinty-Ferris, Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, Allstate, the Petitioner in the foregoing Notice for Removal; that I have been duly authorized by the Petitioner to execute this Affidavit; that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice for Removal are true and correct to the best of my knowledge, information and belief.



Maria K. McGinty-Ferris, Esquire

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHRISTOPHER MILLS	:	Civil Action No.
	:	
vs.	:	
	:	Jury Trial Demanded
ALLSTATE INSURANCE COMPANY	:	
	:	

**CERTIFICATION OF SERVICE**

Maria K. McGinty-Ferris, Esquire, hereby certifies that on August 26, 2015, a true and correct copy of Defendant Allstate's Notice for Removal of Civil Action from State Court was served on the date listed below by placing a copy of the same in the United States Mail, First Class, postage prepaid to the following:

Scott R. Gallant, Esquire  
1617 John F. Kennedy Boulevard  
One Penn Center  
Suite 1270  
Philadelphia, PA 19103

CURTIN & HEEFNER LLP

Date: August 26, 2015

By: /s Maria K. McGinty-Ferris  
Maria K. McGinty-Ferris, Esquire  
Attorney for Defendant Allstate

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHRISTOPHER MILLS	:	Civil Action No.
	:	
vs.	:	
	:	Jury Trial Demanded
ALLSTATE INSURANCE COMPANY	:	
	:	

**NOTICE OF REMOVAL**

TO: Scott R. Gallant, Esquire  
1617 John F. Kennedy Boulevard  
One Penn Center  
Suite 1270  
Philadelphia, PA 19103

PLEASE TAKE NOTICE that Defendant Allstate has this 26<sup>th</sup> day of August 2015, filed in this Court a verified Notice for Removal of the State Court Action now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, Docket Number 150702595.

PLEASE TAKE FURTHER NOTICE that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania.

PLEASE BE ADVISED that by virtue of 28 U.S.C. Section 1446(f), the State action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

CURTIN & HEEFNER LLP

Date: August 26, 2015

By: /s/ Maria K. McGinty-Ferris  
Maria K. McGinty-Ferris, Esquire  
Attorneys for Defendant Allstate  
250 N. Pennsylvania Avenue  
Morrisville, PA 19067  
(215) 736-2521

# **EXHIBIT A**



GALLANT & PARLOW, P.C.  
*attorneys at law*

ONE PENN CENTER • SUITE 1270  
1617 JOHN F. KENNEDY BOULEVARD  
PHILADELPHIA, PA 19103

TELEPHONE: (215) 568-2900  
FAX: (215) 568-2901

email: sgallant@gallantparlow.com

SCOTT R. GALLANT\*  
MICHAEL K. PARLOW  
DAVID S. BERGSTRAHL\*  
MICHAEL N. HADGIS\*  
PAUL G. LANG

\*ALSO ADMITTED IN NJ

FILE NO.:

6341

July 23, 2015

**CERTIFIED MAIL RRR**  
**7013 1710 0002 2177 1536**

Allstate Insurance Company  
2775 Sanders Road  
Northbrook, IL 60062-6127


**RE: Christopher Mills v. Allstate Insurance Company**  
**Philadelphia County, July Term, 2015, No. 2595**

Dear Sir/Madam:

Enclosed please find a Civil Action Complaint, which has been filed against you in the above-referenced matter. I would advise you to forward this document to your attorney immediately as it requires an Answer within thirty (30) days. If you would like to discuss an amicable resolution of this matter, please do not hesitate to contact me.

Thank you for your attention to this matter.

Very truly yours,  
GALLANT & PARLOW, P.C.

  
SCOTT R. GALLANT

SRG/kc  
Enclosure

BUCKS COUNTY OFFICE  
3818 HULMEVILLE ROAD  
BENSALEM, PA 19020  
TELEPHONE: (215) 639-4400  
FAX: (215) 639-4406

NEW JERSEY OFFICE  
411 ROUTE 70 EAST • SUITE 200  
CHERRY HILL, NJ 08034  
TELEPHONE: (856) 489-0600  
FAX: (856) 482-5651

INTAKE UNIT  
JUL 27 2015

Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

PLAINTIFF'S NAME CHRISTOPHER MILLS		DEFENDANT'S NAME ALLSTATE INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 2350 78TH AVENUE PHILADELPHIA PA 19150		DEFENDANT'S ADDRESS 2775 SANDERS ROAD NORTHBROOK IL 60062-6127	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>CHRISTOPHER MILLS</u> Papers may be served at the address set forth below.		FILED <b>PROTHONOTARY</b> JUL 23 2015 K. EDWARDS	
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY SCOTT R. GALLANT		ADDRESS GALLANT & PARLOW P.C. ONE PENN CENTER, SUITE 1270 1617 JOHN F. KENNEDY BOULEVARD PHILADELPHIA PA 19103	
PHONE NUMBER (215) 568-2900	FAX NUMBER (215) 568-2901	E-MAIL ADDRESS sgallant@gallantparlow.com	
SUPREME COURT IDENTIFICATION NO. 69676		DATE SUBMITTED Thursday, July 23, 2015, 10:46 am	
SIGNATURE OF FILING ATTORNEY OR PARTY SCOTT GALLANT			

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 04/20/2016  
 You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR CON EL AVISO PARA DEFENDERSE.  
 This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present  
 at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties.  
 There is no right to a trial de novo on appeal from a decision entered by a Judge.

GALLANT & PARLOW, P.C.

By: SCOTT R. GALLANT, ESQUIRE

Identification No. 69676  
 One Penn Center, Suite 1270  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103  
[sgallant@gallantparlow.com](mailto:sgallant@gallantparlow.com)  
 (215) 568-2900

IN ARBITRATION

ASSESSMENT OF DAMAGES  
 HEARING REQUIRED



Attorney for Plaintiff

CHRISTOPHER MILLS  
 2350 78<sup>th</sup> Avenue  
 Philadelphia, PA 19150

v.

ALLSTATE INSURANCE COMPANY  
 2775 Sanders Road  
 Northbrook, IL 60062-6127

PHILADELPHIA COUNTY  
 COURT OF COMMON PLEAS

JULY TERM, 2015

NO.

### CIVIL ACTION

#### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

#### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta presentar una comparencia escrita o en persona o a entregar a la corte en forma con un abogado y escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demandante y la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.  
 INMEDIATAMENTE. SI NO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

PHILADELPHIA COUNTY BAR ASSOCIATION  
 LAWYER REFERRAL AND INFORMATION SERVICE  
 One Reading Center  
 PHILADELPHIA, PENNSYLVANIA 19107  
 TELEPHONE: (215) 238-6333

Case ID: 150702595

**GALLANT & PARLOW, P.C.**

By: SCOTT R. GALLANT, ESQUIRE  
 Identification No. 69676  
 One Penn Center, Suite 1270  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103  
sgallant@gallantparlow.com  
 (215) 568-2900

IN ARBITRATION  
 ASSESSMENT OF DAMAGES  
 HEARING REQUIRED

Attorney for Plaintiff

CHRISTOPHER MILLS  
 2350 78<sup>th</sup> Avenue  
 Philadelphia, PA 19150

v.

ALLSTATE INSURANCE COMPANY  
 2775 Sanders Road  
 Northbrook, IL 60062-6127

PHILADELPHIA COUNTY  
 COURT OF COMMON PLEAS  
  
 JULY TERM, 2015  
  
 NO.

**CIVIL ACTION**  
**(1C. Contracts; 1J. Bad Faith)**

1. Plaintiff, Christopher Mills, is an adult individual residing at the address as set forth above.

2. Defendant, Allstate Insurance Company, is a corporation, incorporation, company, limited liability company, or other similar corporate entity duly organized and existing and licensed to issue policies of insurance in the Commonwealth of Pennsylvania and maintains its principal place of business at the address set forth above.

3. Defendant regularly conducts business in the City and County of Philadelphia.

4. Defendant, in its regular course of business, issued to Plaintiff a policy of insurance, Policy No. 908405675 covering Plaintiff's premises located at 2350 78<sup>th</sup> Avenue, Philadelphia, PA 19150. Plaintiff is not in possession of the entire policy and it is alleged that said policy is in the possession of Defendant.

5. At all times material hereto, Defendant was acting either individually or through its duly authorized agents, servants, workmen or employees, who were acting within the course and scope of their employment and on the business of said employer.

Case ID: 150702595

6. On or July 27, 2014, while said policy of insurance was in full force and effect, Plaintiff suffered a sudden and accidental direct physical loss due to smoke and soot damage at the insured premises, resulting in damage to the insured premises in those areas and to the extent set forth in the Estimate of Loss of Metro Public Adjustment, Inc., a true and correct copy of which is attached hereto, made part hereof, and collectively marked Exhibit "A".

7. Notice of Plaintiff's covered loss was given to Defendant in a prompt and timely manner and Plaintiff has done and otherwise performed all things required of him under the policy of insurance issued by Defendant, including cooperating with Defendant's investigation; mitigating damages where reasonable, required and/or possible; providing Defendant with all available information and complying with all conditions precedent.

8. Defendant, despite demand for benefits under its policy of insurance has failed and refused to pay to Plaintiff those benefits due and owing under said policy of insurance.

9. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforementioned policy of insurance, as well as the mishandling of Plaintiff's claim, Plaintiff has suffered loss and damage in an amount not in excess of Fifty Thousand Dollars (\$50,000.00).

#### COUNT I - BREACH OF CONTRACT

10. Plaintiff incorporates by reference herein the facts and allegations contained in the preceding paragraphs as though same were set forth herein at length.

11. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

WHEREFORE, Plaintiff, Christopher Mills, demands judgment against Defendant, Allstate Insurance Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00) together with interest and costs.

Case ID: 150702595

COUNT II - BAD FAITH

12. Plaintiff incorporates by reference herein the facts and allegations contained in the preceding paragraphs as though same were set forth herein at length.

13. Defendant has engaged in Bad Faith conduct toward Plaintiff and has treated Plaintiff unreasonably and unfairly with respect to its adjustment of Plaintiff's covered loss, in violation of 42 Pa. C.S.A. § 8371.

14. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees, has engaged in the following conduct:

(a) in forwarding correspondence to Plaintiff and/or Plaintiff's representative under date of August 18, 2014, representing to Plaintiff and/or Plaintiff's representatives that his claim was not, in fact, covered under Defendant's policy of insurance when Defendant knew or should have known that such representation was false and misleading.

(b) in failing to effectuate a prompt, fair and equitable settlement of Plaintiff's claim when its liability under the policy became reasonably clear;

(c) in misrepresenting pertinent facts or policy or contract provisions relating to the coverages at issue;

(d) in treating the Plaintiff with reckless indifference and disregard under the circumstances;

(e) in not having a reasonable basis for denying Plaintiff's benefits under the policy and in knowingly or recklessly disregarding its lack of reasonable basis when it denied Plaintiff's claim;

(f) in interpreting ambiguous terms, provisions and/or conditions of the aforementioned policy in its favor and against Plaintiff.

15. Solely as a result of Defendant's bad faith misconduct as aforesaid, Plaintiff has

Case ID: 150702595

been required to obtain counsel to commence the present action to recover benefits due and owing under the policy of insurance issued by Defendant for Plaintiff's covered loss, and has incurred costs and other expenses in connection with said claim.

WHEREFORE, Plaintiff, Christopher Mills, demands judgment against Defendant, Allstate Insurance Company, for punitive damages, counsel fees and costs, together with interest on Plaintiff's claim, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00).

GALLANT & PARLOW, P.C.

BY:                     /s/                      
SCOTT R. GALLANT, ESQUIRE  
Attorney for Plaintiff

Date: July 23, 2015

Case ID: 150702595

**VERIFICATION**

The undersigned, having read the attached document, verifies that the within document is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the document is that of counsel and not of signer. Signer verifies that he/she has read the within document and that it is true and correct to the best of signer's knowledge, information and belief. To the extent that the contents of the document are that of counsel, verifier has relied upon counsel in taking this Verification. This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

X   
CHRISTOPHER MILLS

**FILE NO.: 6341**

Case ID: 150702595



# ***EXHIBIT A***

Case ID: 150702595

**Metro Public Adjustment, Inc.**

3551 Bristol Pike  
 Bensalem, PA 19020  
 Office: 215 633.8000 x 1530  
 Fax: 215.531.9301  
 www.MetroPA.com

Insured: Christopher Mills  
 Property: 2350 78th Ave  
 Philadelphia, PA 19150

Estimator: Kharee Shorter  
 Business: 3551 Bristol Pike  
 Bensalem, PA 19020

Cellular: (215) 990-7842  
 E-mail: kshorter@metropa.com

Claim Number: 0337145980

Policy Number: 000908405675

Type of Loss: Smoke

Date of Loss: 7/27/2014  
 Date Inspected: 8/7/2014

Date Received: 7/29/2014  
 Date Entered: 8/10/2014 4:35 PM

Price List: PAPH8X\_JUN15  
 Restoration/Service/Remodel  
 Estimate: MILLS2014070949

The following estimate is only an approximation of the damages suffered, or expenses incurred, by the insured. No warranty or representation with regard to the accuracy of the estimate is expressed or implied and none should be inferred. The actual damages suffered, or expenses incurred, could be higher or lower than the estimate, even significantly, depending on variances in a number of factors affecting the estimate and the accuracy of the information and assumptions upon which the estimate is based. The estimate is based upon, among other things: information provided to us by the insured; our own observations; measurements taken by our own representatives, the insured and others engaged by the insured; as well as certain assumptions made by us. Many factors may effect the amount of the estimate where compensation has already been received by the insured for the damage, and with regard to which payment we were not informed; the cost of one contractor varying from another contractor as a result of a number of factors, including, without limitation, the quality of the work, the quality of the materials, or warranties provided by such contractors; damages that were not observed at the time the estimate was rendered because of a lack of accessibility or weather; and all other factors beyond our reasonable control. This estimate has been calculated for informational purposes only, and is based upon our good faith belief as the damages suffered or expenses incurred as a result of the particular loss, and only represents one opinion as to the method of repair, restoration, or replacement. Any reliance on the estimate is at your own risk and you agree to hold Metro Public Adjustment, Inc., its representatives, employees, agents, officers, and principals harmless in the event of such reliance.

Copyright 2015 Metro Public Adjustment, Inc.

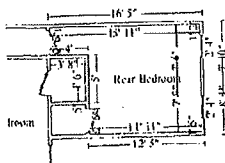
Case ID: 150702595

Mills - D/L 7/27/14  
 0123


**Metro Public Adjustment, Inc.**

3551 Bristol Pike  
Bensalem, PA 19020  
Office: 215.633.8000 x 1530  
Fax: 215.531.9301  
www.MetroPA.com

MILLS2014070949

**Second Level**

**Rear Bedroom**
**Height: 8'**

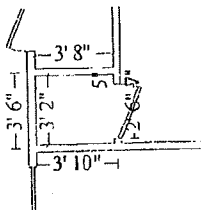
434.67 SF Walls  
580.20 SF Walls & Ceiling  
16.17 SY Flooring  
54.33 LF Ceil. Perimeter

145.54 SF Ceiling  
145.54 SF Floor  
54.33 LF Floor Perimeter

Door  
Window  
Window

2' 6" X 6' 8"  
2' 4" X 5'  
2' 4" X 5'

Opens into HALLWAY  
Opens into Exterior  
Opens into Exterior


**Subroom: Closet (1)**
**Height: 8'**

109.32 SF Walls  
120.91 SF Walls & Ceiling  
1.29 SY Flooring  
13.66 LF Ceil. Perimeter

11.60 SF Ceiling  
11.60 SF Floor  
13.66 LF Floor Perimeter

Door

2' 6" X 6' 8"

Opens into REAR\_BEDROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Clean the walls and ceiling	701.12 SF	0.00	0.26	18.12	36.58	236.99
2. Clean window unit (per side) 10 - 20 SF	2.00 EA	0.00	10.71	2.05	4.28	27.75
3. Clean door / window opening (per side)	4.00 EA	0.00	9.24	3.56	7.40	47.92
4. Clean door (per side)	3.00 EA	0.00	5.14	1.53	3.08	20.03
5. Clean door hardware	2.00 EA	0.00	4.75	0.93	1.90	12.33
6. Clean light fixture	1.00 EA	0.00	7.53	0.72	1.50	9.75
7. Clean window blind - horizontal or vertical	1.00 SF	0.00	0.92	0.08	0.18	1.18
8. In-wall speaker - Detach & reset	4.00 EA	0.00	16.10	0.00	12.88	77.28
9. Clean stereo - components - speakers - int. & ext.	4.00 EA	0.00	68.08	27.16	54.64	354.12
10. Clean radiator cover	2.00 EA	0.00	8.60	1.67	3.44	22.31
11. Radiator cover - Detach & reset	4.67 LF	0.00	7.04	0.00	6.58	39.46
12. Clean radiator unit	2.00 EA	0.00	24.99	4.81	10.00	64.79

MILLS2014070949

6/23/2015

Page: 2

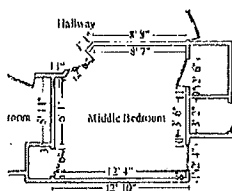
Case ID: 150702595

**Metro Public Adjustment, Inc.**

3551 Bristol Pike  
 Bensalem, PA 19020  
 Office: 215.633.8000 x 1530  
 Fax: 215.531.9301  
 www.MetroPA.com

**CONTINUED - Rear Bedroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
13. Clean closet organizer and rod	1.00 EA	0.00	26.96	2.67	5.42	35.05
14. Floor protection - self-adhesive plastic film	157.13 SF	0.40	0.00	1.63	12.90	77.38
15. Mask and prep for paint - plastic, paper, tape (per LF)	76.83 LF	0.00	1.03	1.41	16.10	96.64
16. Seal the walls and ceiling w/oil based/hybrid stain blocker - one coat	701.12 SF	0.00	0.50	5.05	71.14	426.75
17. Paint the walls and ceiling - two coats	701.12 SF	0.00	0.69	11.22	99.00	593.99
18. Paint door/window trim & jamb - 2 coats (per side)	5.00 EA	0.00	22.99	1.59	23.32	139.86
19. Paint door slab only - 2 coats (per side)	5.00 EA	0.00	23.15	2.66	23.70	142.11
20. Seal & paint baseboard w/cap &/or shoe - three coats	68.00 LF	0.00	1.80	1.58	24.80	148.78
21. Light fixture - Detach & reset	1.00 EA	0.00	44.59	0.00	8.92	53.51
22. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	27.51	0.00	5.50	33.01
23. Clean floor and seal - wood	157.13 SF	0.00	0.52	8.95	16.54	107.20
24. Deodorize building - Hot thermal fog	1,257.06 CF	0.00	0.05	6.04	12.58	81.47
<b>Totals: Rear Bedroom</b>				<b>103.43</b>	<b>462.38</b>	<b>2,849.66</b>

**Middle Bedroom****Height: 8'**

375.94 SF Walls  
 517.24 SF Walls & Ceiling  
 15.70 SY Flooring  
 46.99 LF Ceil. Perimeter

141.30 SF Ceiling  
 141.30 SF Floor  
 46.99 LF Floor Perimeter

**Window****2' 4" X 5'****Opens into Exterior****Door****2' 6" X 6' 8"****Opens into HALLWAY**

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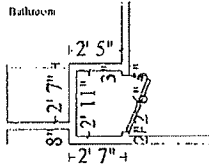
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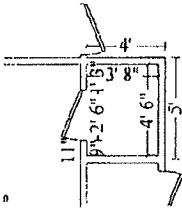
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**CONTINUED - Middle Bedroom****Subroom: Closet (2)****Height: 8'**

79.25 SF Walls	5.96 SF Ceiling
85.21 SF Walls & Ceiling	5.96 SF Floor
0.66 SY Flooring	9.91 LF Floor Perimeter
9.91 LF Ceil. Perimeter	

**Door****2' 6" X 6' 8"****Opens into MIDDLE\_BEDRO****Subroom: Closet (1)****Height: 8'**

131.42 SF Walls	16.69 SF Ceiling
148.11 SF Walls & Ceiling	16.69 SF Floor
1.85 SY Flooring	16.43 LF Floor Perimeter
16.43 LF Ceil. Perimeter	

**Door****2' 6" X 6' 8"****Opens into MIDDLE\_BEDRO**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
25. Clean the walls and ceiling	750.56 SF	0.00	0.26	19.39	39.16	253.70
26. Clean window unit (per side) 10 - 20 SF	1.00 EA	0.00	10.71	1.03	2.14	13.88
27. Clean door / window opening (per side)	5.00 EA	0.00	9.24	4.45	9.24	59.89
28. Clean door (per side)	5.00 EA	0.00	5.14	2.53	5.16	33.39
29. Clean door hardware	3.00 EA	0.00	4.75	1.41	2.86	18.52
30. Clean light fixture	1.00 EA	0.00	7.53	0.72	1.50	9.75
31. Clean window blind - horizontal or vertical	1.00 SF	0.00	0.92	0.08	0.18	1.18
32. Clean radiator cover	1.00 EA	0.00	8.60	0.83	1.72	11.15
33. Radiator cover - Detach & reset	2.33 LF	0.00	7.04	0.00	3.28	19.68
34. Clean radiator unit	1.00 EA	0.00	24.99	2.40	5.00	32.39
35. Clean closet organizer and rod	2.00 EA	0.00	26.96	5.36	10.82	70.10
36. Floor protection - self-adhesive plastic film	163.95 SF	0.40	0.00	1.70	13.46	80.74
37. Mask and prep for paint - plastic, paper, tape (per LF)	93.83 LF	0.00	1.03	1.73	19.66	118.03
38. Seal the walls and ceiling w/oil based/hybrid stain blocker - one coat	750.56 SF	0.00	0.50	5.40	76.14	456.82

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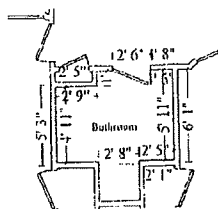
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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
39. Paint the walls and ceiling - two coats	750.56 SF	0.00	0.69	12.01	105.98	635.88
40. Paint door/window trim & jamb - 2 coats (per side)	4.00 EA	0.00	22.99	1.27	18.66	111.89
41. Paint door slab only - 2 coats (per side)	5.00 EA	0.00	23.15	2.66	23.70	142.11
42. Seal & paint baseboard w/cap &/or shoe - three coats	73.33 LF	0.00	1.80	1.70	26.74	160.43
43. Light fixture - Detach & reset	1.00 EA	0.00	44.59	0.00	8.92	53.51
44. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	27.51	0.00	5.50	33.01
45. Clean floor and seal - wood	163.95 SF	0.00	0.52	9.33	17.28	111.86
46. Deodorize building - Hot thermal fog	1,311.60 CF	0.00	0.05	6.30	13.12	85.00
Totals: Middle Bedroom				80.30	410.22	2,512.91



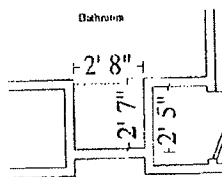
**Door**

**Height: 8'**

198.67 SF Walls	44.02 SF Ceiling
242.69 SF Walls & Ceiling	44.02 SF Floor
4.89 SY Flooring	24.83 LF Floor Perimeter
24.83 LF Ceil. Perimeter	

2' 6" X 6' 8"

Opens into HALLWAY



**Height: 8'**

62.67 SF Walls	6.44 SF Ceiling
69.11 SF Walls & Ceiling	6.44 SF Floor
0.72 SY Flooring	7.83 LF Floor Perimeter
7.83 LF Ceil. Perimeter	

2' 8" X 8'

**Opens into BATHROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
47. Clean more than the ceiling	212.47 SF	0.00	0.26	5.49	11.08	71.81
48. Clean roof window or skylight	1.00 EA	0.00	23.99	2.30	4.80	31.09
49. Clean ceramic tile	193.33 SF	0.00	0.38	7.22	14.74	95.43

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## CONTINUED - Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Clean light fixture	2.00 EA	0.00	7.53	1.46	3.02	19.54
51. Clean medicine cabinet	1.00 EA	0.00	10.01	0.96	2.00	12.97
52. Clean vanity - inside and out	1.58 LF	0.00	9.39	1.44	2.96	19.24
53. Clean toilet	1.00 EA	0.00	15.52	1.49	3.10	20.11
54. Clean radiator cover	1.00 EA	0.00	8.60	0.83	1.72	11.15
55. Radiator cover - Detach & reset	1.58 LF	0.00	7.04	0.00	2.22	13.34
56. Clean radiator unit	1.00 EA	0.00	24.99	2.40	5.00	32.39
57. Clean toilet seat	1.00 EA	0.00	3.34	0.32	0.66	4.32
58. Clean sink and faucet	1.00 EA	0.00	12.30	1.18	2.46	15.94
59. Clean tub / shower faucet	1.00 EA	0.00	10.00	0.96	2.00	12.96
60. Clean toilet paper dispenser	1.00 EA	0.00	5.01	0.48	1.00	6.49
61. Clean shower curtain rod	1.00 EA	0.00	5.00	0.48	1.00	6.48
62. Clean tub	1.00 EA	0.00	15.01	1.44	3.00	19.45
63. Clean door / window opening (per side)	1.00 EA	0.00	9.24	0.89	1.84	11.97
64. Clean door (per side)	1.00 EA	0.00	5.14	0.50	1.02	6.66
65. Clean door hardware	1.00 EA	0.00	4.75	0.47	0.96	6.18
66. Floor protection - self-adhesive plastic film	50.47 SF	0.40	0.00	0.52	4.14	24.85
67. Mask and prep for paint - plastic, paper, tape (per LF)	48.50 LF	0.00	1.03	0.89	10.18	61.03
68. Seal more than the ceiling w/latex based stain blocker - one coat	212.47 SF	0.00	0.46	1.19	19.78	118.71
69. Paint more than the ceiling - two coats	212.47 SF	0.00	0.69	3.40	30.00	180.00
70. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.99	0.32	4.66	27.97
71. Paint door slab only - 2 coats (per side)	1.00 EA	0.00	23.15	0.53	4.74	28.42
72. Light fixture - Detach & reset	2.00 EA	0.00	44.59	0.00	17.84	107.02
73. Contents - move out then reset - Small room	1.00 EA	0.00	31.54	0.00	6.30	37.84
74. Deodorize building - Hot thermal fog	403.72 CF	0.00	0.05	1.94	4.04	26.17
Totals: Bathroom				39.10	166.26	1,029.53

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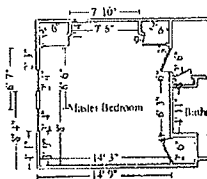
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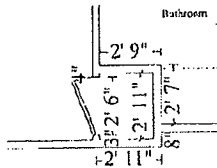
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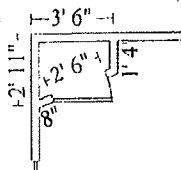
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**Master Bedroom****Height: 8'**

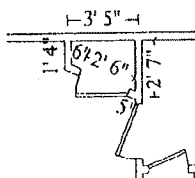
454.08 SF Walls	203.68 SF Ceiling
657.76 SF Walls & Ceiling	203.68 SF Floor
22.63 SY Flooring	56.76 LF Floor Perimeter
56.76 LF Ceil. Perimeter	

**Window****2' 4" X 5'****Opens into Exterior****Window****2' 4" X 5'****Opens into Exterior****Door****2' 6" X 6' 8"****Opens into HALLWAY****Subroom: Closet (3)****Height: 8'**

85.32 SF Walls	7.06 SF Ceiling
92.38 SF Walls & Ceiling	7.06 SF Floor
0.78 SY Flooring	10.66 LF Floor Perimeter
10.66 LF Ceil. Perimeter	

**Door****2' 6" X 6' 8"****Opens into MASTER\_BEDRO****Subroom: Closet (2)****Height: 8'**

78.07 SF Walls	5.24 SF Ceiling
83.31 SF Walls & Ceiling	5.24 SF Floor
0.58 SY Flooring	9.76 LF Floor Perimeter
9.76 LF Ceil. Perimeter	

**Door****2' 6" X 6' 8"****Opens into MASTER\_BEDRO****Subroom: Closet (1)****Height: 8'**

78.57 SF Walls	5.28 SF Ceiling
83.84 SF Walls & Ceiling	5.28 SF Floor
0.59 SY Flooring	9.82 LF Floor Perimeter
9.82 LF Ceil. Perimeter	

**Door****2' 6" X 6' 8"****Opens into MASTER\_BEDRO**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
75. Clean the walls and ceiling	917.29 SF	0.00	0.26	23.70	47.84	310.04

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**CONTINUED - Master Bedroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
76. Clean window unit (per side) 10 - 20 SF	2.00 EA	0.00	10.71	2.05	4.28	27.75
77. Clean door / window opening (per side)	7.00 EA	0.00	9.24	6.24	12.94	83.86
78. Clean door (per side)	7.00 EA	0.00	5.14	3.54	7.22	46.74
79. Clean door hardware	4.00 EA	0.00	4.75	1.87	3.82	24.69
80. Clean ceiling fan and light	1.00 EA	0.00	18.46	1.78	3.70	23.94
81. Clean window blind - horizontal or vertical	2.00 SF	0.00	0.92	0.18	0.36	2.38
82. Clean smoke detector	4.00 EA	0.00	4.44	1.70	3.56	23.02
83. Clean radiator cover	1.00 EA	0.00	8.60	0.83	1.72	11.15
84. Radiator cover - Detach & reset	6.58 LF	0.00	7.04	0.00	9.26	55.58
85. Clean radiator unit	1.00 EA	0.00	24.99	2.40	5.00	32.39
86. Clean closet organizer and rod	3.00 EA	0.00	26.96	8.04	16.24	105.16
87. Floor protection - self-adhesive plastic film	221.25 SF	0.40	0.00	2.30	18.16	108.96
88. Mask and prep for paint - plastic, paper, tape (per LF)	140.17 LF	0.00	1.03	2.58	29.40	176.36
89. Seal the walls and ceiling w/oil based/hybrid stain blocker - one coat	917.29 SF	0.00	0.50	6.60	93.06	558.31
90. Paint the walls and ceiling - two coats	917.29 SF	0.00	0.69	14.68	129.52	777.13
91. Paint door/window trim & jamb - 2 coats (per side)	6.00 EA	0.00	22.99	1.91	27.96	167.81
92. Paint door slab only - 2 coats (per side)	7.00 EA	0.00	23.15	3.72	33.16	198.93
93. Seal & paint baseboard w/cap &/or shoe - three coats	87.00 LF	0.00	1.80	2.02	31.72	190.34
94. Ceiling fan - Detach & reset	1.00 EA	0.00	158.81	0.00	31.76	190.57
95. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	27.51	0.00	5.50	33.01
96. Clean floor and seal - wood	221.25 SF	0.00	0.52	12.60	23.30	150.95
97. Deodorize building - Hot thermal fog	1,769.99 CF	0.00	0.05	8.50	17.70	114.70
<b>Totals: Master Bedroom</b>				<b>107.24</b>	<b>557.18</b>	<b>3,413.77</b>

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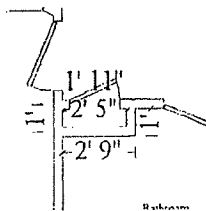
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**Hallway****Height: 8'**

406.99 SF Walls	89.43 SF Ceiling
496.43 SF Walls & Ceiling	89.43 SF Floor
9.94 SY Flooring	50.87 LF Floor Perimeter
50.87 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into MASTER_BEDRO
Door	2' 6" X 6' 8"	Opens into BATHROOM
Door	2' 6" X 6' 8"	Opens into MIDDLE_BEDRO
Door	2' 6" X 6' 8"	Opens into REAR_BEDROOM

**Subroom: Closet (1)****Height: 8'**

49.67 SF Walls	1.62 SF Ceiling
51.29 SF Walls & Ceiling	1.62 SF Floor
0.18 SY Flooring	6.21 LF Floor Perimeter
6.21 LF Ceil. Perimeter	

Door	1' 11" X 6' 8"	Opens into HALLWAY				
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
98. Clean the walls and ceiling	547.72 SF	0.00	0.26	14.16	28.56	185.13
99. Clean door / window opening (per side)	6.00 EA	0.00	9.24	5.34	11.08	71.86
100. Clean door (per side)	6.00 EA	0.00	5.14	3.03	6.18	40.05
101. Clean door hardware	5.00 EA	0.00	4.75	2.34	4.78	30.87
102. Clean light fixture	1.00 EA	0.00	7.53	0.72	1.50	9.75
103. Clean smoke detector	1.00 EA	0.00	4.44	0.43	0.88	5.75
104. Clean closet organizer and rod	1.00 EA	0.00	26.96	2.67	5.42	35.05
105. Floor protection - self-adhesive plastic film	91.06 SF	0.40	0.00	0.95	7.48	44.83
106. Mask and prep for paint - plastic, paper, tape (per L.F)	93.83 LF	0.00	1.03	1.73	19.66	118.03
107. Seal the walls and ceiling w/oil based/hybrid stain blocker - one coat	547.72 SF	0.00	0.50	3.94	55.56	333.36
108. Paint the walls and ceiling - two coats	547.72 SF	0.00	0.69	8.76	77.34	464.03
109. Paint door/window trim & jamb - 2 coats (per side)	5.00 EA	0.00	22.99	1.59	23.32	139.86
110. Paint door slab only - 2 coats (per side)	6.00 EA	0.00	23.15	3.19	28.42	170.51

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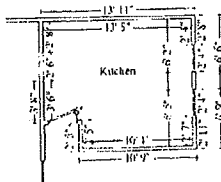
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**CONTINUED - Hallway**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
111. Seal & paint baseboard w/cup &/or shoe - three coats	57.08 LF	0.00	1.80	1.32	20.80	124.86
112. Seal & paint balustrade - three coats	7.17 LF	0.00	30.50	4.78	44.70	268.17
113. Light fixture - Detach & reset	1.00 EA	0.00	44.59	0.00	8.92	53.51
114. Smoke detector - Detach & reset	1.00 EA	0.00	43.18	0.00	8.64	51.82
115. Clean floor and seal - wood	91.06 SF	0.00	0.52	5.18	9.60	62.13
116. Deodorize building - Hot thermal fog	728.48 CF	0.00	0.05	3.49	7.28	47.19
<b>Totals: Hallway</b>				63.62	370.12	2,256.78
<b>Total: Second Level</b>				393.69	1,966.16	12,062.65

**Main Level****Kitchen****Height: 8' 5"**

395.75 SF Walls  
 536.40 SF Walls & Ceiling  
 15.63 SY Flooring  
 49.00 LF Ceil. Perimeter

140.65 SF Ceiling  
 140.65 SF Floor  
 46.50 LF Floor Perimeter

**Missing Wall - Goes to Floor****Door****Window****Window****2' 6" X 6' 8"****2' 6" X 6' 8"****2' 4" X 5'****2' 4" X 5'****Opens into DINING\_ROOM****Opens into Exterior****Opens into Exterior****Opens into Exterior**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
117. Clean more than the ceiling	338.52 SF	0.00	0.26	8.74	17.66	114.42
118. Clean ceramic tile	197.88 SF	0.00	0.38	7.40	15.08	97.67
119. Clean window unit (per side) 10 - 20 SF	2.00 EA	0.00	10.71	2.05	4.28	27.75
120. Clean door / window opening (per side)	4.00 EA	0.00	9.24	3.56	7.40	47.92
121. Clean door (per side)	2.00 EA	0.00	5.14	1.00	2.06	13.34
122. Clean door hardware	1.00 EA	0.00	4.75	0.47	0.96	6.18
123. Clean light fixture	1.00 EA	0.00	7.53	0.72	1.50	9.75

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**CONTINUED - Kitchen**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
124. Clean window blind - horizontal or vertical	2.00 SF	0.00	0.92	0.18	0.36	2.38
125. Window blind - horizontal or vertical - Detach & reset	2.00 EA	0.00	27.51	0.00	11.00	66.02
126. Clean cabinetry - upper - inside and out	10.00 LF	0.00	10.47	10.12	20.96	135.78
127. Clean cabinetry - lower - inside and out	7.00 LF	0.00	10.47	7.08	14.66	95.03
128. Clean countertop	14.00 SF	0.00	0.53	0.72	1.48	9.62
129. Clean sink	1.00 EA	0.00	9.24	0.89	1.84	11.97
130. Clean radiator cover	1.00 EA	0.00	8.60	0.83	1.72	11.15
131. Radiator cover - Detach & reset	4.00 LF	0.00	7.04	0.00	5.64	33.80
132. Clean radiator unit	1.00 EA	0.00	24.99	2.40	5.00	32.39
133. Clean range - interior and exterior	1.00 EA	0.00	30.32	2.95	6.06	39.33
134. Range - gas - Remove & reset	1.00 EA	0.00	143.96	0.00	28.80	172.76
135. Clean refrigerator - interior and exterior	1.00 EA	0.00	39.40	3.80	7.88	51.08
136. Refrigerator - Remove & reset	1.00 EA	0.00	30.40	0.00	6.08	36.48
137. Floor protection - self-adhesive plastic film	140.65 SF	0.40	0.00	1.46	11.56	69.28
138. Mask and prep for paint - plastic, paper, tape (per LF)	107.50 LF	0.00	1.03	1.98	22.54	135.25
139. Seal more than the ceiling w/latex based stain blocker - one coat	338.52 SF	0.00	0.46	1.90	31.52	189.14
140. Paint more than the ceiling - two coats	338.52 SF	0.00	0.69	5.42	47.80	286.80
141. Paint door/window trim & jamb - 2 coats (per side)	4.00 EA	0.00	22.99	1.27	18.66	111.89
142. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	23.15	1.06	9.48	56.84
143. Light fixture - Detach & reset	1.00 EA	0.00	44.59	0.00	8.92	53.51
144. Clean floor - tile	140.65 SF	0.00	0.47	6.96	13.34	86.41
145. Contents - move out then reset	1.00 EA	0.00	42.02	0.00	8.40	50.42
146. Deodorize building - Hot thermal fog	1,183.77 CF	0.00	0.05	5.69	11.84	76.72
Totals: Kitchen				78.65	344.48	2,131.08

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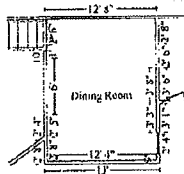
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Mills - D/L 7/27/14  
 0133

**Metro Public Adjustment, Inc.**

3551 Bristol Pike  
 Bensalem, PA 19020  
 Office: 215.633.8000 x 1530  
 Fax: 215.531.9301  
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**Dining Room****Height: 8' 4"**

395.25 SF Walls  
 582.31 SF Walls & Ceiling  
 20.78 SY Flooring  
 55.00 LF Ceil. Perimeter

187.06 SF Ceiling  
 187.06 SF Floor  
 46.50 LF Floor Perimeter

Door 2' 6" X 6' 8" Opens into STAIRS  
 Missing Wall - Goes to Floor 6' X 6' 8" Opens into LIVING\_ROOM  
 Window 2' 4" X 5' Opens into Exterior  
 Missing Wall - Goes to Floor 2' 6" X 6' 8" Opens into KITCHEN

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
147. Clean the walls and ceiling	582.31 SF	0.00	0.26	15.05	30.38	196.83
148. Clean window unit (per side) 10 - 20 SF	1.00 EA	0.00	10.71	1.03	2.14	13.88
149. Clean door / window opening (per side)	5.00 EA	0.00	9.24	4.45	9.24	59.89
150. Clean door (per side)	2.00 EA	0.00	5.14	1.00	2.06	13.34
151. Clean door hardware	1.00 EA	0.00	4.75	0.47	0.96	6.18
152. Clean chair rail	46.50 LF	0.00	0.25	1.12	2.32	15.07
153. Clean light fixture	1.00 EA	0.00	7.53	0.72	1.50	9.75
154. Clean window blind - horizontal or vertical	1.00 SF	0.00	0.92	0.08	0.18	1.18
155. Clean thermostat	1.00 EA	0.00	9.08	0.88	1.82	11.78
156. Clean radiator cover	1.00 EA	0.00	8.60	0.83	1.72	11.15
157. Radiator cover - Detach & reset	2.50 LF	0.00	7.04	0.00	3.52	21.12
158. Clean radiator unit	1.00 EA	0.00	24.99	2.40	5.00	32.39
159. Clean closet organizer and rod	2.00 EA	0.00	26.96	5.36	10.82	70.10
160. Floor protection - self-adhesive plastic film	187.06 SF	0.40	0.00	1.95	15.36	92.13
161. Mask and prep for paint - plastic, paper, tape (per L.F)	65.67 LF	0.00	1.03	1.21	13.76	82.61
162. Seal the walls and ceiling w/oil based/hybrid stain blocker - one coat	582.31 SF	0.00	0.50	4.19	59.08	354.43
163. Paint the walls and ceiling - two coats	582.31 SF	0.00	0.69	9.32	82.22	493.33
164. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA	0.00	22.99	0.95	14.00	83.92
165. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	27.05	0.37	5.50	32.92

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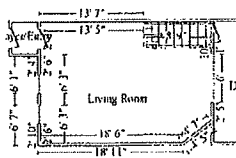
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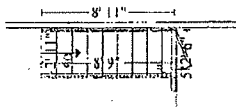
**CONTINUED - Dining Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
166. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	23.15	1.06	9.48	56.84
167. Seal & paint chair rail - two coats	46.50 LF	0.00	1.04	0.37	9.76	58.49
168. Seal & paint baseboard w/cap &/or shoe - three coats	46.50 LF	0.00	1.80	1.08	16.96	101.74
169. Light fixture - Detach & reset	1.00 EA	0.00	44.59	0.00	8.92	53.51
170. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	27.51	0.00	5.50	33.01
171. Clean floor and seal - wood	187.06 SF	0.00	0.52	10.66	19.70	127.63
172. Deodorize building - Hot thermal fog	1,558.80 CF	0.00	0.05	7.49	15.58	101.01
<b>Totals: Dining Room</b>				<b>72.04</b>	<b>347.48</b>	<b>2,134.23</b>

**Living Room****Height: 8' 4"**

493.68 SF Walls	302.91 SF Ceiling
796.59 SF Walls & Ceiling	302.91 SF Floor
33.66 SY Flooring	63.61 LF Floor Perimeter
72.53 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into FOYER_ENTRY</b>
<b>Window</b>	<b>2' 4" X 5'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>2' 4" X 5'</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Floor</b>	<b>6' X 6' 8"</b>	<b>Opens into DINING_ROOM</b>

**Subroom: Stairs (1)****Height: 14' 3"**

98.19 SF Walls	25.52 SF Ceiling
123.71 SF Walls & Ceiling	51.06 SF Floor
5.67 SY Flooring	10.29 LF Floor Perimeter
8.75 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>2' 11" X 14' 3 1/16"</b>	<b>Opens into LIVING_ROOM</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into DINING_ROOM</b>

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
173. Clean the walls and ceiling	920.30 SF	0.00	0.26	23.78	48.00	311.06

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**CONTINUED - Living Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
174. Clean window unit (per side) 10 - 20 SF	2.00 EA	0.00	10.71	2.05	4.28	27.75
175. Clean door / window opening (per side)	4.00 EA	0.00	9.24	3.56	7.40	47.92
176. Clean door (per side)	1.00 EA	0.00	5.14	0.50	1.02	6.66
177. Clean door hardware	1.00 EA	0.00	4.75	0.47	0.96	6.18
178. Clean light fixture	1.00 EA	0.00	7.53	0.72	1.50	9.75
179. Clean recessed light fixture	6.00 EA	0.00	7.54	4.37	9.04	58.65
180. Clean smoke detector	1.00 EA	0.00	4.44	0.43	0.88	5.75
181. Clean door chime	1.00 EA	0.00	7.13	0.68	1.42	9.23
182. Clean fireplace face & mantel	25.00 SF	0.00	1.01	2.44	5.06	32.75
183. Clean window blind - horizontal or vertical	2.00 SF	0.00	0.92	0.18	0.36	2.38
184. Clean balustrade	11.25 LF	0.00	1.87	2.04	4.20	27.28
185. Clean stair stringer - per side	25.83 LF	0.00	0.63	1.58	3.26	21.11
186. Clean radiator cover	1.00 EA	0.00	8.60	0.83	1.72	11.15
187. Radiator cover - Detach & reset	6.58 LF	0.00	7.04	0.00	9.26	55.58
188. Clean radiator unit	1.00 EA	0.00	24.99	2.40	5.00	32.39
189. Floor protection - self-adhesive plastic film	353.97 SF	0.40	0.00	3.68	29.06	174.33
190. Mask and prep for paint - plastic, paper, tape (per LF)	64.50 LF	0.00	1.03	1.19	13.52	81.15
191. Seal the walls and ceiling w/oil based/hybrid stain blocker - one coat	920.30 SF	0.00	0.50	6.63	93.36	560.14
192. Paint the walls and ceiling - two coats	920.30 SF	0.00	0.69	14.72	129.94	779.67
193. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA	0.00	22.99	0.95	14.00	83.92
194. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	27.05	0.37	5.50	32.92
195. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	23.15	1.06	9.48	56.84
196. Seal & paint baseboard w/cap &/or shoe - three coats	63.61 LF	0.00	1.80	1.48	23.20	139.18
197. Seal & paint balustrade - two coats	11.25 LF	0.00	19.86	4.72	45.62	273.77
198. Paint stair stringer - one side	25.83 LF	0.00	2.71	0.48	14.10	84.58
199. Light fixture - Detach & reset	1.00 EA	0.00	44.59	0.00	8.92	53.51
200. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	27.51	0.00	5.50	33.01

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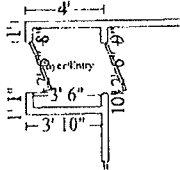
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**CONTINUED - Living Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
201. Clean floor and seal - wood	353.97 SF	0.00	0.52	20.16	37.28	241.50
202. Deodorize building - Hot thermal fog	2,949.77 CF	0.00	0.05	14.16	29.50	191.15
<b>Totals: Living Room</b>				115.63	562.34	3,451.26

**Foyer/Entry****Height: 8' 4"**

123.61 SF Walls	13.71 SF Ceiling
137.32 SF Walls & Ceiling	13.71 SF Floor
1.52 SY Flooring	14.83 LF Floor Perimeter
14.83 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into Exterior				
Door	2' 6" X 6' 8"	Opens into LIVING ROOM				
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
203. Clean more than the ceiling	75.51 SF	0.00	0.26	1.96	3.94	25.53
204. Clean window unit (per side) 10 - 20 SF	1.00 EA	0.00	10.71	1.03	2.14	13.88
205. Clean door / window opening (per side)	2.00 EA	0.00	9.24	1.78	3.70	23.96
206. Clean door (per side)	2.00 EA	0.00	5.14	1.00	2.06	13.34
207. Clean door hardware	1.00 EA	0.00	4.75	0.47	0.96	6.18
208. Clean light fixture	1.00 EA	0.00	7.53	0.72	1.50	9.75
209. Clean wallpaper	61.81 SF	0.00	0.30	1.84	3.72	24.10
210. Floor protection - self-adhesive plastic film	13.71 SF	0.40	0.00	0.14	1.12	6.74
211. Mask and prep for paint - plastic, paper, tape (per LF)	31.67 LF	0.00	1.03	0.58	6.64	39.84
212. Seal more than the ceiling w/oil based/hybrid stain blocker - one coat	75.51 SF	0.00	0.50	0.54	7.66	45.96
213. Paint more than the ceiling - two coats	75.51 SF	0.00	0.69	1.21	10.66	63.97
214. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	22.99	0.64	9.32	55.94
215. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	23.15	1.06	9.48	56.84
216. Seal & paint baseboard w/cap &/or shoe - three coats	14.83 LF	0.00	1.80	0.34	5.40	32.43

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**CONTINUED - Foyer/Entry**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
217. Light fixture - Detach & reset	1.00 EA	0.00	44.59	0.00	8.92	53.51
218. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	27.51	0.00	5.50	33.01
219. Clean floor and seal - wood	13.71 SF	0.00	0.52	0.79	1.44	9.36
220. Deodorize building - Hot thermal fog	114.24 CF	0.00	0.05	0.55	1.14	7.40
Totals: Foyer/Entry				14.65	85.30	521.74
Total: Main Level				280.97	1,339.60	8,238.31

**Personal Property**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
221. Job-site cargo container - pick up/del. (each way) 16'-40'	2.00 EA	0.00	99.40	0.00	39.76	238.56
222. Job-site cargo/storage container - 40' long - per month	2.00 MO	0.00	115.84	18.53	50.04	300.25
223. Inventory, Packing, Boxing, and Moving charge - per hour	48.00 HR	0.00	30.80	141.92	295.68	1,916.00
Labor to stage contents in storage container plus to unpack contents and set up inside house.						
224. Bubble Wrap - Add-on cost for fragile items	200.00 LF	0.00	0.19	6.98	8.20	53.18
225. Provide furniture lightweight blanket/pad	10.00 EA	0.00	5.54	10.18	11.96	77.54
226. Inventory, Packing, Boxing, and Moving charge - per hour	8.00 HR	0.00	30.80	23.65	49.28	319.33
Labor to move back and forth out of storage area for cleaning.						
227. Contents Evaluation and/or Supervisor/Admin - per hour	4.00 HR	0.00	44.55	17.11	35.64	230.95
228. Cleaning Technician - incl. cleaning agent - per hour	72.00 HR	0.00	32.47	230.88	468.74	3,037.46
Cost for 3 worker crew for 3 days.						
Boxing charge to pack out and to re-box in clean containers						
229. Provide box, packing paper & tape - medium size	24.00 EA	0.00	4.02	15.94	20.52	132.94
230. Provide box, packing paper & tape - large size	6.00 EA	0.00	4.45	4.72	5.74	37.16
231. Provide box, packing paper & tape - small size	12.00 EA	0.00	2.09	4.61	5.42	35.11

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**CONTINUED - Personal Property**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
232. Provide glasspack box, packing paper & tape	3.00 EA	0.00	11.14	6.14	7.22	46.78
233. Provide dishpack box, packing paper & tape	3.00 EA	0.00	6.67	3.68	4.32	28.01
Totals: Personal Property				484.34	1,002.52	6,453.27

**Debris Removal**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
234. Lead test fee - full service lead survey	1.00 EA	0.00	420.00	0.00	84.00	504.00
235. General clean - up Continuous clean up	4.00 HR	0.00	31.46	12.08	25.16	163.08
236. Haul debris - per pickup truck load - including dump fees	2.00 EA	137.61	0.00	0.00	55.04	330.26
Totals: Debris Removal				12.08	164.20	997.34

**Labor Minimums Applied**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
237. Heat, vent, & air cond. labor minimum	1.00 EA	0.00	62.36	0.00	12.48	74.84
238. Plumbing labor minimum	1.00 EA	0.00	129.63	0.00	25.92	155.55
Totals: Labor Minimums Applied				0.00	38.40	230.39
Line Item Totals: MILLS2014070949				1,171.08	4,510.88	27,981.96

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**Grand Total Areas:**

4,051.11 SF Walls	1,353.70 SF Ceiling	5,404.81 SF Walls and Ceiling
1,379.24 SF Floor	153.25 SY Flooring	499.81 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	518.19 LF Ceil. Perimeter
1,379.24 Floor Area	1,490.38 Total Area	3,907.12 Interior Wall Area
2,519.32 Exterior Wall Area	274.45 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	21,123.49	75.49%	21,123.49	75.49%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	6,858.47	24.51%	6,858.47	24.51%
Total	27,981.96	100.00%	27,981.96	100.00%

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**Summary for Dwelling**

Line Item Total	17,021.87
Material Sales Tax	191.91
Cleaning Mtl Tax	14.21
Subtotal	17,227.99
Overhead	1,722.92
Profit	1,722.92
Cleaning Sales Tax	449.66
Replacement Cost Value	\$21,123.49
Less Deductible	(500.00)
<b>Net Claim</b>	<b>\$20,623.49</b>

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 Kharee Shorter

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**Summary for Contents**

Line Item Total	5,278.13
Cleaning Mtl Tax	28.64
Storage Rental Tax	18.53
Subtotal	5,325.30
Overhead	532.52
Profit	532.52
Cleaning Sales Tax	468.13
Replacement Cost Value	\$6,858.47
Net Claim	\$6,858.47

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 Kharee Shorter

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**Recap by Category**

<b>O&amp;P Items</b>			<b>Total</b>	<b>%</b>
<b>APPLIANCES</b>			<b>174.36</b>	<b>0.62%</b>
Coverage: Dwelling	@	100.00% =	174.36	
<b>CONT: CLEAN ELECTRIC ITEMS</b>			<b>272.32</b>	<b>0.97%</b>
Coverage: Contents	@	100.00% =	272.32	
<b>CONT: CLEAN - GENERAL ITEMS</b>			<b>2,337.84</b>	<b>8.35%</b>
Coverage: Contents	@	100.00% =	2,337.84	
<b>CLEANING</b>			<b>4,708.54</b>	<b>16.83%</b>
Coverage: Dwelling	@	99.16% =	4,669.14	
Coverage: Contents	@	0.84% =	39.40	
<b>CONTENT MANIPULATION</b>			<b>73.56</b>	<b>0.26%</b>
Coverage: Dwelling	@	100.00% =	73.56	
<b>CONT: PACKING,HANDLNG,STORAGE</b>			<b>2,628.57</b>	<b>9.39%</b>
Coverage: Contents	@	100.00% =	2,628.57	
<b>GENERAL DEMOLITION</b>			<b>826.91</b>	<b>2.96%</b>
Coverage: Dwelling	@	100.00% =	826.91	
<b>ELECTRICAL</b>			<b>43.18</b>	<b>0.15%</b>
Coverage: Dwelling	@	100.00% =	43.18	
<b>PERMITS AND FEES</b>			<b>420.00</b>	<b>1.50%</b>
Coverage: Dwelling	@	100.00% =	420.00	
<b>HEAT, VENT &amp; AIR CONDITIONING</b>			<b>261.16</b>	<b>0.93%</b>
Coverage: Dwelling	@	100.00% =	261.16	
<b>LIGHT FIXTURES</b>			<b>560.12</b>	<b>2.00%</b>
Coverage: Dwelling	@	100.00% =	560.12	
<b>PLUMBING</b>			<b>129.63</b>	<b>0.46%</b>
Coverage: Dwelling	@	100.00% =	129.63	
<b>PAINTING</b>			<b>9,579.33</b>	<b>34.23%</b>
Coverage: Dwelling	@	100.00% =	9,579.33	
<b>SPECIALTY ITEMS</b>			<b>64.40</b>	<b>0.23%</b>
Coverage: Dwelling	@	100.00% =	64.40	
<b>WINDOW TREATMENT</b>			<b>220.08</b>	<b>0.79%</b>
Coverage: Dwelling	@	100.00% =	220.08	
<b>O&amp;P Items Subtotal</b>			<b>22,300.00</b>	<b>79.69%</b>
<b>Material Sales Tax</b>			<b>191.91</b>	<b>0.69%</b>
Coverage: Dwelling	@	100.00% =	191.91	
<b>Cleaning Mtl Tax</b>			<b>42.85</b>	<b>0.15%</b>
Coverage: Dwelling	@	33.16% =	14.21	
Coverage: Contents	@	66.84% =	28.64	
<b>Storage Rental Tax</b>			<b>18.53</b>	<b>0.07%</b>
Coverage: Contents	@	100.00% =	18.53	
<b>Overhead</b>			<b>2,255.44</b>	<b>8.06%</b>
Coverage: Dwelling	@	76.39% =	1,722.92	
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Coverage: Contents	@	23.61% =	532.52	
<b>Profit</b>			<b>2,255.44</b>	<b>8.06%</b>
Coverage: Dwelling	@	76.39% =	1,722.92	
Coverage: Contents	@	23.61% =	532.52	
<b>Cleaning Sales Tax</b>			<b>917.79</b>	<b>3.28%</b>
Coverage: Dwelling	@	48.99% =	449.66	
Coverage: Contents	@	51.01% =	468.13	
<b>Total</b>			<b>27,981.96</b>	<b>100.00%</b>

**General Contractor and Subcontractor Overhead and Profit**

When Xactware surveys prices from contractors in the field, the unit prices the contractors provide are intended to be inclusive of costs and fees associated with performing the task, but exclude any general overhead and profit percentage. While most often what is referred to as overhead and profit (O&P) is general overhead and profit paid to the general contractor, there is an additional category of O&P that is often not mentioned: this is the O&P required by the subcontractor who performs the work.

The unit prices published by Xactware should include the general contractors cost to either perform the work with in-house employees or to hire a subcontractor. Because subcontractors incur their own overhead and also desire a profit, it can be reasonably assumed that the unit prices published by Xactware include the subcontractors O&P, but do not include the general contractors O&P.

**Xactimate Certified:**

- Level 1
- Level 2

**The Clean Trust (IICRC) Certified :**

- Water Damage Restoration
- Fire & Smoke Restoration

**HAAG Certified Roof Inspector:**

- Residential Roof Inspector
- Commercial Roof Inspector

**HUD/EPA:**

- Lead Abatement Restoration

**National Flood Insurance Program:**

- 2015 NFIP Claims Adjuster Presentation

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6/23/2015

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Case ID: 150702595

# **EXHIBIT B**



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FILED

CHRISTINA LEAVY-WASH and JAMES WASH : CIVIL ACTION

v.

AUG - 5 1991

STATE FARM FIRE AND CASUALTY CO. :  
By Michael E. Kunz, Clerk :  
Dep. Clerk NO. 91-4438

ORDER

AND NOW, this 5th day of August 1991, upon consideration of plaintiffs' motion to strike removal and defendant's response thereto, it is ORDERED that:

1. Plaintiffs' motion is DENIED. Because plaintiffs' stated a claim for punitive damages and attorney fees, it is not "beyond a legal certainty" that the amount in controversy will be below \$50,000. See 14A C. Wright, A. Miller & E. Cooper, Federal Practice and Procedure § 3702 (1985).

2. This case is REFERRED TO ARBITRATION. The arbitration clerk shall schedule the arbitration for September, 1991.

Norma L. Shapiro  
J.

8/6/91  
L. Harrison  
A. Goulding

# **EXHIBIT C**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SAMUEL PALMIERI, et al.

v.

ALLSTATE INSURANCE COMPANY

CIVIL ACTION

No. 06-4681

ORDER

AND NOW, this 4<sup>th</sup> day of December, 2006, Plaintiff's Motion to Remand (Document 2) is DENIED.<sup>1</sup> Upon Plaintiffs' certification the damages sought will not exceed \$150,000, this case shall be REFERRED to arbitration, such arbitration not to occur sooner than May 4, 2007.

BY THE COURT:

/s/ Juan R. Sánchez

Juan R. Sánchez, J.

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<sup>1</sup>In opposition to a motion to remand, the Defendant, Allstate Insurance Co., must show "to a legal certainty" the amount in controversy exceeds the jurisdictional limit of \$75,000. *Samuel-Bassett v. KIT Motors America, Inc.*, 357 F.3d 392, 396 (3d Cir. 2004). A "reasonable reading of the rights being litigated," *Angus v. Shiley Inc.*, 989 F.2d 142, 145 (3d Cir. 1993), in this case suggests the disputed amount of more than \$22,000, a bad faith claim with punitive damages, attorney's fees and costs could easily exceed \$75,000. In interrogatory responses and on the record during oral argument, Plaintiffs denied that their damages do not exceed \$50,000, \$75,000, or \$150,000. Jurisdiction remains with this Court in this diversity case.